

BEFORE THE  
NEW HAMPSHIRE REAL ESTATE COMMISSION  
CONCORD NH 03301

In the Matter of:

File No. 2012-032 NH Real Estate Commission v. Michelle Poleo

Allegations: Rea 301.04 (b)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission ("Commission") and Michelle Poleo ("the Licensee" or "the Respondent"), a real estate salesperson currently licensed by the Commission until December 14, 2013, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondent pursuant to RSA 331-A:29, I and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondent would be:

Respondent failed to make good on check #1706 dated February 18, 2012 issued by Respondent in the amount of \$60 rendered as payment for her real estate salesperson license renewal late fee, which her bank marked "Not Sufficient Funds", and Respondent had not paid the prescribed fees required by the State of New Hampshire for the dishonored check (total amount due \$93). New Hampshire Real Estate Commission staff made numerous attempts and contacts with Respondent in efforts to obtain compliance. The

Commission's Investigator Ann Flanagan initiated Complaint File No. 2012-032 against Respondent on September 10, 2012. Respondent paid the full amount due of \$93 on November 29, 2012.

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. The Respondent consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. The Respondent acknowledges her non-compliance and agrees that it will not happen again in the future.
4. The Respondent's failure to adhere to any requirement imposed by this Agreement shall be a separate and sufficient ground for disciplinary action by the Commission.
5. Except as provided in Item 3 and 4 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.
6. The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
7. Respondent understands that her action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.


8. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this Agreement.
9. Respondent understands that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the entire Agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this Agreement have prejudiced her right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.
10. Respondent certifies that she has read this document titled Settlement Agreement. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this Agreement, she waives these rights as they pertain to the misconduct described herein.
11. The effective date of this Agreement shall be on the date it is signed by the representative of the Commission shown below.

For the Respondent

I, Michelle Poleo, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being

knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

Dated: 3/7, 2013

  
Michelle Poleo  
Respondent

On this 7<sup>th</sup> day of March A.D. 20 13  
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.




  
Justice of the Peace/Notary Public

My commission expires:

6/9/2015

For the Commission

Dated: March 25, 2013

  
Beth A. Edes  
Executive Director  
of the NH Real Estate Commission